

AGREEMENT

THIS AGREEMENT dated this 10th day of July, 2001, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crowder/Gulf Joint Venture, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide Emergency Debris Management Services to the County in accordance with the requirements of Request for Proposals No. 0038-01-KR-TC, said document and Contractor's response being incorporated into this agreement as if fully set out herein.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The contract shall be for a period of five (5) years, commencing on June 1, 2001 and shall continue until May 31, 2006.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County according to the unit price schedules contained in the Contractor's bid proposal and attached as Attachment A on completion of the work and acceptance of it as satisfactory.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. **INSURANCE**

- A. Bidder shall purchase and maintain the following minimum limits of insurance:
- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) Workers' Compensation and Employer's Liability: Insurance covering all employees meeting statutory limits in compliance with applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident.
- B. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.
- C. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- D. Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

8. **LICENSES**

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. **ASSIGNMENTS**

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. **HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

12. TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

13. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

14. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

15. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: [Signature] BY: [Signature]
President
WITNESS: [Signature] DATE 7/30/2011

(CORPORATE SEAL)

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 30th day of July, 2011.

By John Ramsay, of Crowder/Gulf
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Alabama corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced Alabama State Drivers License as
identification. (type of identification)

[Signature]
Signature of Notary
Antuma Ramsay Bowden
Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

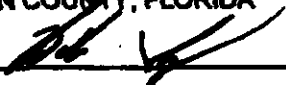
My Commission Expires
12/19/2014

LEON COUNTY, FLORIDA

BY: 
Dan Winchester, Chairman
Board of County Commissioners

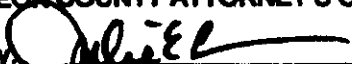
DATE: 8/16/01

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: 



APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: 
Herbert W.A. Thiele, Esq.
County Attorney

SECTION 1 - PRICE/DELIVERY SCHEDULE

**(PROPOSER: OFFERS MUST BE SUBMITTED ON THIS FORM. THIS FORM
SHALL
BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)**

THE CONTRACTOR AGREES -

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City/County, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

- (1) The below price set for each item is a "firm-fixed" price.
- (2) Delivery shall be "F.O.B. destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees.
- (3) The Contractor is will not be exempt from the Florida Sales Tax on materials or services.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

I, the undersigned proposer, certify that-

- (1) The prices set forth above have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor.
- (2) The prices set forth above will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before proposal opening.
- (3) No attempt have been made by the proposer to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

 John Ramsay, President
SIGNATURE PRINT/TYPE NAME

Crowder/Gulf Joint Venture
PRINT/TYPE LEGAL COMPANY/FIRM NAME

Scope of Service Rates	Unit Cost
Mobilization and Demobilization (Lump Sum)	\$ 0.00 /L.S.
Debris Removal from Public Property and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$ 8.25 /cu.yd.
Debris Removal from Private Property and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	\$ 10.00 /cu.yd.
Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (See NOTE)	\$ 3.90* /cu.yd.
Debris Removal from Public Property and Hauling to Final Disposal Site (See NOTE)	\$ 8.25* /cu.yd.
Debris Removal from Private Property and Hauling to Final Disposal Site (See NOTE)	\$ 10.00* /cu.yd.

* NOTE: Crowder/Gulf will pay tipping fee at final disposal site(s) and back charge the City/County at cost.

22

RFP No. 0038-01-KR-TC

22

SECTION 1 - PRICE/DELIVERY SCHEDULE

(PROPOSER: OFFERS MUST BE SUBMITTED ON THIS FORM. THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)

Processing (Grinding) of Debris at TDSRS		\$ 2.75 /cu.yd.
Processing (Burning) of Debris at TDSRS		\$ 1.80 /cu.yd.
Pick Up and Haul of White Goods to Site within County (See NOTE)		\$ 600.00 /Load
Pick Up and Disposal of Hazardous Material		\$ 3.30 /lb.
Hazardous Stump Removal & Hauling to Disposal Site		
6 inch diameter to 11.99 inch diameter	Per Stump	\$ 0.00
12 inch diameter to 23.99 inch diameter	Per Stump	\$ 0.00
24 inch diameter to 47.99 inch diameter	Per Stump	\$ 300.00
48 inch diameter and greater	Per Stump	\$ 500.00
Equipment/Personnel Rates		Unit Unit Price
Traffic Control Personnel	Hour	\$ 24.00
Laborer	Hour	\$ 24.00
Survey Person W/ Truck	Hour	\$ 40.00
Inspector w/ Vehicle	Hour	\$ 40.00
Operator w/ Chainsaw	Hour	\$ 32.00
Foreman w/ Truck	Hour	\$ 48.00
Superintendent w/ Truck	Hour	\$ 54.00
Climber w/ Gear	Hour	\$ 90.00
5 CY Dump Truck	Hour	\$ 45.00
Trailer Dump Truck, 50-60 cubic yard	Hour	\$ 90.00
Tandem Dump Truck, 14-18 cubic yard	Hour	\$ 62.00
Farm Tractor w/ Boxblade	Hour	\$ 45.00
Rubber Tire Type Backhoe, J.D. 310 or equal w/bucket & hoe	Hour	\$ 65.00
Trackhoe 690 J.D. or equal	Hour	\$ 120.00
Air Curtain Burner	Hour	\$ 42.00
Water Truck	Hour	\$ 70.00
D-6 Dozer or equal	Hour	\$ 100.00
Feller Bunchers 611 Hydro-Ax	Hour	\$ 130.00
Front End Loader, 544 or equal with debris grapple	Hour	\$ 110.00
216 Prentice Knuckleboom Loader or equal	Hour	\$ 120.00
50 FL Bucket Truck	Hour	\$ 135.00
Crane 30 Ton or larger	Hour	\$ 150.00

SECTION 1 - PRICE/DELIVERY SCHEDULE

(PROPOSER: OFFERS MUST BE SUBMITTED ON THIS FORM. THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)

Equipment Transports	Hour	\$ 90.00
Supplies Truck	Hour	\$ 40.00
Service Truck	Hour	\$ 60.00
Extends Boom Forklift with debris grapple	Hour	\$ 40.00
Rubber Tired Excavator with debris grapple	Hour	\$ 120.00
Service Truck Hour	Hour	\$ 60.00
Extends Boom Forklift with debris grapple	Hour	\$ 90.00
Rubber Tired Excavator with debris grapple	Hour	\$ 120.00
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	\$ 130.00
JD 644 Wheel-Loader, 2 -3 cubic yard articulated with bucket	Hour	\$ 120.00
753 Bobcat Loader or John Deere 648-E with debris grapple	Hour	\$ 48.00
Tub /Horizontal Grinder, Diamond Z or equal w/minimum throughput for waste less than 6 inch diameter of 80 tons per hour	Hour	\$ 500.00
Fill Dirt	Cu Yd.	\$ 15.00